

ber land into waste or pasture land, unnecessarily, would be waste. See *Shipley v. Ritter*, 7 Md. 308, and cases there cited, *Childs v. Smith*, 1 Md. Ch. Dec. 483; and *Saunders' case*, 5 Rep. 12a., where it was held that if a man leases lands in which there are mines open, the lessee may dig them but cannot make new mines, was approved by the Court of Appeals in *Emery & Gault v. Owings*, 6 Gill, 294, and see *Clegg v. Rowland*, 2 L. R. Eq. 160; and in a case between the same parties, 6 Gill, 191, it was held that a lease granting a license to quarry and carry away granite gave no right to carry away rubble stone, and see *George's Creek C. & I. Co. v. Detmold*, 1 Md. Ch. Dec. 371. On the other hand clearing wild and uncultivated lands, being obviously

v. Rose, 61 Md. 408. Nor can the life tenant of a tract binding on a water course dredge and carry away sand and gravel from the shore. *Potomac Dredging Co. v. Smoot*, 108 Md. 54.

A tenant for life is, however, entitled to reasonable *estovers*, that is, wood for fuel, fences, agricultural erections, and other necessary improvements and repairs. But he must cut only such wood and timber as he may need for immediate use, and not in anticipation; and he must cut only such timber as is fit for the use for which he is allowed to take it. As a general principle also, whatever wood or timber he is allowed to cut he must use on the premises and not elsewhere. *Zimmerman v. Shreeve*, 59 Md. 363. But timber as such belongs to the inheritance, and a tenant for life, unless he holds without impeachment of waste, has no right to fell it except for reasonable *estovers*. Where timber has been blown down, or severed by accidental cause, or cut by a wrong doer, or cut by order of court for the benefit of the estate, the fund arising from the sale of it will be invested under the court's order for the benefit of the estate and the tenant for life will be allowed to receive the interest on the fund, if he be without fault as to the particular timber severed. *Stonebraker v. Zollickoffer*, 59 Md. 162.

Equitable waste.—This consists of such acts as work manifest injury to the inheritance, although not inconsistent with the legal rights of the party who commits them, as where a mortgagor in possession cuts timber, thus rendering the security insufficient, or where tenant for life without impeachment of waste does wanton and malicious waste by pulling down houses, or cutting trees planted for ornament and shelter. Such acts are within the legal competency of the party who does them and might be committed at law with impunity, but can usually be restrained in equity. *Crowe v. Wilson*, 65 Md. 479.

The doctrine of equitable waste is fully considered in *Baker v. Sebright*, 13 Ch. D. 179, where it is held that an equitable tenant for life, unimpeachable for waste, is entitled to the proceeds of ornamental timber cut by him where the timber is such as the court would direct to be cut for the preservation and improvement of the remaining timber.

Although an equity court will enjoin a tenant for life from cutting down ornamental timber, irrespective of whether or not any damage would be done the inheritance by cutting, yet when the timber has been actually felled and the reversioner claims damages therefor from the tenant for life, the amount of damage can only be measured by the damage done the inheritance. *Bubb v. Yelverton*, L. R. 10 Eq. 465.